



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: ) I hereby certify that this paper is being  
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Jeremy H. Burroughes *et al.* ) Service as first class mail, postage  
) prepaid, in an envelope addressed to:  
Serial No. 10/800,575 ) Mail Stop Amendment, Commissioner  
) for Patents, P.O. Box 1450, Alexandria,  
Filed: March 15, 2004 ) VA 22313-1450 on this date:  
)  
For: Opto-Electrical Devices ) March 29, 2005  
)  
Group Art Unit: 2879 )  
)  
Examiner: German Colón ) Andrew M. Lawrence  
) Andrew M. Lawrence, Reg. No. 46,130  
) Attorney for Applicants

TERMINAL DISCLAIMER

Mail Stop Amendment  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

Cambridge Display Technology Ltd. (hereinafter "Assignee") is the assignee of the entire right, title, and interest in the above-identified patent application, as shown by the assignment recorded on January 18, 2002, at Reel 012882, Frame 0691, and the employment agreement recorded on November 14, 2003, at Reel 014775, Frame 0565. Assignee is the assignee of the entire right, title, and interest in U.S. Patent No. 6,765,350, issued July 20, 2004, as shown by the assignment recorded on November 14, 2003, at Reel 014691, Frame 0184, and the employment agreement recorded on November 14, 2003, at Reel 014775, Frame 0537.

Coinventor Millard is a non-signing inventor. The remaining coinventors Burroughes, Carter, Gunner, and Heeks, and their assignee (i.e., Assignee) are proceeding in this application under the provisions of 37 C.F.R. §1.47(a). Assignee claims ownership of coinventor Millard's interest in both this application and U.S. Patent No. 6,765,350 by virtue of the aforementioned employment agreements.

Assignee hereby disclaims, except as provided below, the terminal portion of the statutory term of any patent granted on this application extending beyond the expiration date of the full statutory term defined in 35 U.S.C. §§154 to 156 and 173, as presently shortened by any terminal disclaimer, of prior U.S. Patent No. 6,765,350, and hereby agrees that any

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patent so granted on this application shall be enforceable only for and during such period that said patents are commonly owned, this agreement to run with any patent granted on this application and to be binding upon assignee and its successors or assigns.

Assignee does not disclaim any terminal portion of any patent granted on this application prior to the expiration date of the full statutory term as defined in 35 U.S.C. §§154 to 156 and 173 of U.S. Patent No. 6,765,350, as presently shortened by any terminal disclaimer, in the event that U.S. Patent No. 6,765,350 later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or in part or is terminally disclaimed under 37 CFR 1.321(a), has all claims canceled by a reexamination certificate, is reissued, or is otherwise terminated prior to expiration of its full statutory term, except for the separation of legal title stated above.

The documents recorded at Reel 012882, Frame 0691 and Reel 014775, Frame 0565 establish the assignee's chain of title from the inventors.

The documents establishing the assignee's chain of title have been reviewed by the undersigned and the undersigned certifies that to the best of his/her knowledge and belief, title is in the assignee.

Enclosed is a check in the amount of \$130 to cover the terminal disclaimer fee.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,

MARSHALL, GERSTEIN & BORUN LLP



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March 29, 2005